

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

INTEGRATED HEALTH SERVICES OF)	
CLIFF MANOR, INC., INTEGRATED)	
HEALTH SERVICES AT RIVERBEND,)	Civil Action No. 04-910
INTEGRATED HEALTH SERVICES AT)	
SOMERSET VALLEY, INC., ALPINE)	
MANOR, INC., BRIARCLIFF NURSING)	
HOME, INC., SPRING CREEK OF IHS, INC.,)	
FIRELANDS OF IHS, INC., ELM CREEK OF)	
IHS, INC., and IHS LONG TERM CARE)	
SERVICES, INC.,)	
)
Plaintiffs,))
)
v.))
)
THCI COMPANY LLC,))
)
Defendant,))
)
v.))
)
ABE BRIARWOOD CORPORATION and))
JOHN DOES 1-10,))
)
Additional Counterclaim))
Defendants,))
)

**DECLARATION OF AMOS ALTER
IN SUPPORT OF MOTION**

AMOS ALTER declares:

1. I am of counsel to Troutman Sanders LLP, who are of counsel to the plaintiffs and additional counterclaim defendants Abe Briarwood Corporation. We also appear for nonparties Leonard Grunstein and Rubin Schron, who, together with nonparty Uri Kaufman, have purportedly been served with subpoenae by defendant. This Declaration

supports the motion to dismiss the Second through Seventh Counterclaims of the Third Amended Counterclaims, and to quash the subpoenae served on the three nonparties.

2. This Declaration is limited (i) to advising the Court that counsel have conferred by telephone (defendant's counsel declined a meeting) with regard to the protective order motion to quash the subpoenae, but were unable to resolve the issues; and (ii) to annexing (Exhibit "A" hereto) the pertinent parts of a document (namely a Stock Purchase Agreement) referenced in the Third Amended Counterclaims, but not annexed thereto. As is demonstrated in the accompanying Memorandum of Law, such a document, although omitted from the pleading, is a part thereof for purposes of a motion against the pleading.

3. I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on March 12, 2006.



Amos Alter

Execution Copy

STOCK PURCHASE AGREEMENT

DATED AS OF JANUARY 28, 2003

by and between

ABE BRIARWOOD CORP.

and

INTEGRATED HEALTH SERVICES, INC.

a party to any agreement or option to purchase any real property or interest therein.

(ii) The term "*Permitted Encumbrances*" shall mean with respect to each Owned Real Property: (A) real estate Taxes, assessments and other governmental levies, fees or charges imposed with respect to such real property that are not due and payable as of the Closing Date, or that are being contested in good faith and for which appropriate reserves have been established in accordance with GAAP; (B) mechanics liens and similar Encumbrances for labor, materials or supplies provided with respect to such real property incurred in the Ordinary Course of Business for amounts that are not due and payable and that would not, individually or in the aggregate, have a Material Adverse Effect; (C) zoning, building codes and other land use Legal Requirements regulating the use or occupancy of such real property or the activities conducted thereon that are imposed by any Government Authority having jurisdiction over such real property that are not violated by the current use or occupancy of such real property or the operation of the business of Seller or any Subsidiary thereon; (D) easements, covenants, conditions, restrictions and other similar matters of record affecting title to or use of such real property that do not materially impair the use or occupancy of such real property in the operation of the business of Seller or any Subsidiary conducted thereon; and (E) Secured Indebtedness.

(b) Leased Real Property. Schedule 3.8(b) sets forth the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document). The Seller has made available or delivered to the Purchaser a true and complete copy of each such Lease document, and in the case of any oral Lease, has made available a written summary of the material terms of such Lease. With respect to each of the Leases, subject to the entry of the Confirmation Order and except as set forth on Schedule 3.8(b): (i) such Lease is legal, valid, binding, enforceable and in full force and effect; (ii) the Seller's or Subsidiary's possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and, to the knowledge of Seller, there are no disputes with respect to such Lease; (iii) neither the Seller, any Subsidiary nor any other party to the Lease is in breach or default under such Lease; (iv) neither the Seller nor any Subsidiary has subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof, other than to Seller's or any Subsidiaries' respective patients; (v) neither the Seller nor any Subsidiary has collaterally assigned or granted any other security interest in such Lease or any interest therein; and (vi) there are no Encumbrances on the estate or interest created by such Lease, other than Permitted Encumbrances or Encumbrances that will be released or discharged pursuant to the Confirmation Order.

(c) Compliance with Laws. To the knowledge of the Seller, the Real Property is in compliance with all applicable building, zoning, subdivision, health and safety and other land use Legal Requirements, including, without limitation, The Americans with Disabilities Act of 1990, as amended, and all insurance requirements affecting the Real Property (collectively, the "*Real Property Laws*"), and Seller has received no notice that the current use or occupancy

Schedule 3.8(b) - Leased Real Property
Leased Real Property of Integrated Health Services, Inc.:

Entity	Facility DBA	Subsidiary	Address	City	ST	Zip Code	Landlord	Lease Commencement Date	Lease Expiration Date*
20110 ¹	Integrated Health Services at Briarcliff	Briarcliff Nursing Home, Inc.	850 N.W. 9th St.	Alabaster	AL	35007	Meditrust of Alabama	08/13/87	05/31/06
20502	Florida Laundry Services	Florida Laundry Services, Inc.	2770 West 2nd Avenue	Hialeah	FL	33010	Roland Blauro	09/01/88	2/1/04
							Florida Roofing, Sheet Metal, and Air Conditioning Association, Inc.		
55503	Hospice of Orange-Osceola	Hospice of Integrated Health Services, Inc.	1 Winterpark Blvd., 1801 Lee Road, Suite D	Winterpark	FL	32789			08/01/00
20364	IHS of Northern Jacksonville	Integrated Health Services of Jacksonville, Inc.	12740 Lanier Rd.	Jacksonville	FL	32226	Dunnis Creek LTD	08/01/01	08/01/11
20531	CAO Of Georgia	Integrated Health Services, Inc./ Health Care Properties III, Inc.	13555 Roswell Rd., Ste 680	Marietta	GA	30062	Town and Country Shopping Center, LLC	08/29/94	09/30/03
20510	Carrollton Nursing and Rehabilitation Center	HCP III Carrollton, Inc.	2327 North Highway 27	Carrollton	GA	30117	Great Oaks Nursing Home, Inc.	2/1/1987; 4/16/98 (Amend. & Restar.)	01/31/22
20511	Cedar Valley Nursing and Rehabilitation Center	HCP III Cedarstown, Inc.	2225 Philpot Street	Cedartown	GA	30125	Great Oaks Nursing Home, Inc.	2/1/1987; 4/16/98 (Amend. & Restar.)	01/31/22
20512	Chestnut Ridge Nursing and Rehabilitation Center	HCP III Cummings, Inc.	125 Samonian Drive	Cumming	GA	30130	Great Oaks Nursing Home, Inc.	2/1/1987; 4/16/98 (Amend. & Restar.)	01/31/22
20513	Faraison Nursing and Rehabilitation Center	HCP III Bremen, Inc.	315 Field Street - PO Box 728	Bremen	GA	30110	Great Oaks Nursing Home, Inc.	2/1/1987; 4/16/98 (Amend. & Restar.)	01/31/22
20514	First Care Center	HCP III Hartwell, Inc.	261 Fairview Ave. - PO Box 766	Hartwell	GA	30643	Frederica Acres, Inc.	04/30/92	04/30/12
							Randy Conley, Executor under the will of Lorraine Conley..S.C. Caldwell		
20515	Heart of Georgia	HCP III Eastman, Inc.	801 Legion Drive - PO Box 4216	Eastman	GA	31023		09/26/94	05/31/14
20361	Integrated Media Services	Integrated Management-Westell, Inc.	2573 Sidney Lanier Drive	Brunswick	GA	31525	Brunswick and Glynn County Development		GENIA
20517	Macon Manor Nursing and Rehabilitation Center	HCP III Macon, Inc.	4373 Houston Ave.	Mocon	GA	31206	Hammond, Ford, Lochhart Joint Venture	09/01/81	01/31/17

Entity	Facility DBA	Subsidiary	Address	City	ST	Zip Code	Landlord	Lease Commencement Date	Lease Expiration Date*
20494	Maine Center for Integrated Rehabilitation	Maine Head Trauma, Inc.	Danbar Rd., PO Box 8116	Winslow	ME	04901	Hussey and Hussey LLC	06/01/00	05/31/05
20485	Maine Center for Integrated Rehabilitation	Maine Head Trauma, Inc.	125 John Roberts Road, #12	South Portland	ME	04106	S-J Realty	10/01/01	09/30/06
50801	Hospice of Integrated Health Services-Detroit	Hospice of IHHS - Michigan, Inc. DVA Samaritan Care, Inc.	2445 Northwestern Highway, Suite 105	Southfield	MI	48075	SOP-Crescent Centre L.L.C.		11/30/03
20123 ¹	Integrated Health Services of Michigan at Riverbend	Integrated Health Services of Riverbend, Inc.	11941 Belsey Rd.	Grand Blanc	MI	48439	Midtrust of Michigan, Inc.	05/05/88	05/31/05
20122 ¹	Integrated Health Services of Kansas City at Alpine North	Integrated Health Services of Cliff Manor, Inc.	4700 Cliffview Dr.	Kansas City	MO	64150	Midtrust of Missouri, Inc.	03/24/88	05/31/05
20113	Integrated Health Services of St. Louis at Gravois	Gravois Health Care, Inc.	10954 Kennedy Rd.	St. Louis	MO	63128	HR Acquisition I Corporation	6/15/1994-5/31/01 (Amend. & Rental.)	06/30/04
20351	IHS of Dunn	IHS Acquisition XXXIII, Inc.	711 Susan Turt Road	Dunn	NC	28334	The Carlton of Dunn, Inc.	03/01/98	02/28/08
20352	IHS of Fayetteville	IHS Acquisition XXXIII, Inc.	2743 Legion Road	Fayetteville	NC	28304	The Carlton of Fayetteville, Inc.	03/01/98	02/28/08
20350	IHS of Lumberton	IHS Acquisition XXXIII, Inc.	1170 Linkhaw Road	Lumberton	NC	28358	The Carlton of Lumberton, Inc.	03/01/98	02/28/08
20353	IHS of Nash	IHS Acquisition XXXIII, Inc.	7369 Hunter Hill Road	Rocky Mount	NC	27803	The Carlton of Nash, Inc.	03/01/98	02/28/08
20354	IHS of Williamston	IHS Acquisition XXXIII, Inc.	1119 Gailing Street	Williamston	NC	27892	The Carlton of Williamston, Inc.	03/01/98	02/28/08
20355	Plumbelle Nursing Center	IHS Acquisition XXXIII, Inc.	1064 US Highway 54 East	Plymouth	NC	27962	The Carlton of Plymouth, Inc.	03/01/98	02/28/08
20132 ¹	Integrated Health Services of NY at Somerset Valley	Integrated Health Services at Somerset Valley, Inc.	1621 Rt. 22 West	Bound Brook	NJ	08805	Midtrust	12/5/93/86	05/31/05
20638	Albuquerque Care Center f/k/a Horizon Health Care Nursing Center	IHS Acquisition No. 151, Inc.	239 Elm St. NE	Albuquerque	NM	87102	Specter Investment Company	12/01/87	12/31/11
20636	Bloomfield Nursing and Rehabilitation Center f/k/a Haciendas de Salud - Bloomfield	IHS Acquisition No. 151, Inc.	803 Hacienda Lane	Bloomfield	NM	87413	N.M. Bloomfield Three Plus One Limited Company	02/24/95	04/30/10
20631	Casa Arenas Blanca Nursing Center	IHS Acquisition No. 151, Inc.	205 Moeglow	Albuquerque	NM	88310	LTC Financial		

Entity	Facility DRA	Subsidiary	Address	City	ST	Zip Code	Landlord	Lease Commencement Date	Lease Expiration Date*
20663	North Las Vegas Care Center	IHS Acquisition No. 151, Inc.	3215 E. Cheyenne Ave.	Las Vegas	NV	89030	Nevada Associates Enterprises Limited Partnership	10/28/98 (Amended and Restated)	07/31/03
32810 ²	Aracada Nursing Center	Integrated Health Services of Aracada, Inc.	East Main St. - Box 511	Coolville	OH	45723	HCIC	Currently managed to be converted to lease	
20668	Autumn Manor	IHS Acquisition No. 151, Inc.	375 Glenn Avenue	Wash. Cour.	OH	43160	Nationwide Health Properties	10/01/91	09/30/06
20670	Boardman Community Care Center	IHS Acquisition No. 151, Inc.	5665 South Avenue	Youngstown	OH	44512	Nationwide Health Properties	10/27/1997 (Amended and Restated)	10/31/09
20672	Colonial Manor	IHS Acquisition No. 151, Inc.	196 Colonial Drive	Youngstown	OH	44505	Little Forest Medical Center, LLC	06/21/84	12/31/10
32811 ²	Eagle Creek Nursing Center	Integrated Health Services of Eagle Creek, Inc.	141 Spruce Lane	West Union	OH	45693	HCIC	Currently managed to be converted to lease	
20674	Heritage Care Center	IHS Acquisition No. 151, Inc.	100 Rogers Lane	Shady	OH	44875	Cardinal Nursing Homes, Inc.	06/09/80	06/30/10
32801	Heritage Manor Nursing Center	Integrated Health Services of Heritage Manor, Inc.	24 North Hamilton Street	Minster	OH	45865	HCIC	Currently managed to be converted to lease	
32802	Holiday Creek of Athens	Integrated Health Services of Athens, Inc.	51 E. Fourth St.	The Plains	OH	45780	HCIC	Currently managed to be converted to lease	
20675	Horizon Village Nursing and Rehabilitation Center	IHS Acquisition No. 151, Inc.	2473 North Rd. NE	Warren	OH	44483	Nationwide Health Properties	10/27/1997 (Amended and Restated)	10/31/09
20677	Hudson Elms Nursing Home	IHS Acquisition No. 151, Inc.	563 W. Streetsboro Rd.	Hudson	OH	44236	Hudson Care Corp.	04/01/91	03/31/06
20678	Imperial Skilled Care Center	IHS Acquisition No. 151, Inc.	4121 Tod Avenue	Warren	OH	44485	Little Forest Medical Center, LLC	06/21/84	12/31/10
32807 ²	Indian Hills Health and Rehabilitation Center	Integrated Health Services of Indian Hills, Inc.	1500 East 191st St.	Euclid	OH	44117	HCIC	Currently managed to be converted to lease	
20170 ²	Integrated Health Services of Timber Heights at Spring Creek	Spring Creek of IHS, Inc.	5440 Chanticleer Rd.	Huber Heights	OH	45424	Meditrust of Ohio, Inc.	12/07/90	05/31/06
20171 ²	Integrated Health Services of New London at Firlands	Firelands of IHS, Inc.	204 W. Main St., P.O. 162	New London	OH	44851	Meditrust of Ohio, Inc.	12/07/90	05/31/06
20173 ²	Integrated Health Services of West Carrollton at Elm Creek	Elm Creek of IHS, Inc.	115 Elmwood Circle	West Carrollton	OH	45449	Meditrust of Ohio, Inc.	12/07/90	05/31/06

Entity	Facility DBA	Subsidiary	Address	City	ST	Zip Code	Landlord	Lease Commencement Date	Lease Expiration Date*
20680	Ridge Crest Care Center	IHS Acquisition No. 151, Inc.	1926 Ridge Avenue	Waukon	OH	44484	Warren Associates Limited Partnership	01/23/89	03/31/04
20681	Rosewood Manor	IHS Acquisition No. 151, Inc.	935 Rosewood Dr.	Galion	OH	44833	Nationwide Health Properties	10/27/1997 (Amend. & Restat.)	10/31/09
32804 ²	Scenic Hills Nursing Center	Integrated Health Services of Scenic Hills, Inc.	3111 Buckridge Rd.	Bidwell	OH	45614	HCIC	Currently managed to be converted to lease	
32820 ²	Southern Hills Health and Rehabilitation Center	Integrated Health Services at Southern Hills, Inc.	19330 Bagley Rd.	Middlebury Heights	OH	44130	HCIC	Currently managed to be converted to lease	
20682	Village Care Center	IHS Acquisition No. 151, Inc.	925 Wagner Avenue	Galion	OH	44833	Cardinal Nursing Homes, Inc.	06/09/80	06/30/10
20685	Integrated Health Services at Bryant Nursing Center	IHS Acquisition No. 151, Inc.	1100 E. Ninth St.	Edmond	OK	73034	Health Care Property Investors, Inc.	08/01/98	07/31/08
20744	Integrated Specialty Hospital of Edmond f/k/a IHS - Edmond	IHS Acquisition No. 167, Inc.	1100 E. Ninth St.	Edmond	OK	73034	covered under Bryant Nursing lease	1/1/2000 (Amended and Restated)	1/23/110
20688	IHS Greenery of Canonsburg	IHS Acquisition No. 135, Inc.	2200 Hill Church-Houston Rd.	Canonsburg	PA	15317	HCRESI Properties Trust	Currently managed to be converted to lease	
32806 ²	Indian Creek Nursing Center	Integrated Health Services at Indian Creek, Inc.	222 West Edison Ave	New Castle	PA	16101	HCIC	5/15/1994; 5/31/01 (Amend. & Restat.)	06/30/04
20131	Integrated Health Services at Mountain View	Mountain View Nursing Center, Inc.	Rt. 7 Sandy Hill Rd.	Greensburg	PA	15601	Capstone Capital of Pennsylvania, Inc., ...		
20130 ¹	Eric at Bayside	Alpine Manor, Inc.	4114 Schaper Ave	Eric	PA	16508	Medimut at Alpine, Inc.	12/23/03/07	05/31/06
20141 ¹	Integrated Health Services of Greater Pittsburgh	Integrated Health Group (Integrated Health of Locust Valley Road, Inc. - general partner)					Medimut of Mountainview, Inc.	12/17/91	05/31/06
50805	Samaritan Care Hospice of Pennsylvania	Hospice of Integrated Health Services, Inc.	890 Weatherwood Lane	Greensburg	PA	15601	Watertower Office Associates, L.P.		04/30/04
32805 ²	Sycamore Creek Nursing Center	Integrated Health Services at Sycamore Creek, Inc.	6798 Butler Pike, Suite 126	Blue Bell	PA	19422		Currently managed to be converted to lease	
20532	Camp Care	Magnolia Manor - Imani, Inc.	234 Corapolis Rd.	Corposita	PA	15108	HCIC	03/01/93	09/30/11

Lease Guarantees

Landlord	Fac. No.	Fac. Name and State	Date of Lease Reviewed	Same Prov.	Lease Guaranty	Guarantor	Guaranty Terms	Guarantor's Financial/Reporting Requirements
Karell	#526	Shannock, GA	3/1/92, 8/93 - 1 st Amendment (A) 3/11/98 - 2 nd A 3/25/98 - 3 rd A 7/31/98 - 4 th A	Yes	Health Care Properties III Incorporated, a North Carolina corporation	Full	Certified Fin. Stmt. w/in 120 days after fiscal year end (§32.1)	
Karell	#635	Casa Real, NM	1/91 7/1/91 - A 7/1/91 - 3 rd A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#636	Bloomfield, NM	2/24/95 2/23/96 - 1 st A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#637	Espanola, NM	2/24/95 12/23/96 - 1 st A 12/1/01 - A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#639	Santa Fe, NM	6/1/88 12/7/88 - 1 st A Missing - 2 nd A 2/6/89 - 3 rd A 4/26/95 - 4 th A 12/1/01 - A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#641	Silver City, NM	2/24/95 12/23/96 - 1 st A 12/1/01 - A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#645	Sunshine Haven (Lordsburg), NM	2/24/95 12/23/96 - 1 st A 12/1/01 - A	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#648	Red Rocks, NM	7/31/92	Yes	Integrated Health Services, Inc.	No guarantee in the file		
Karell	#680	Ridge Crest, OH	3/23/89	Yes	Integrated Health Services, Inc.	No guarantee in the file		

Landlord	Fac. No.	Fac. Name and State	Date of Lease Reviewed	Same Prov.	Lease Guaranty	Guarantor	Guaranty Terms	Guarantor's Financial/Reporting Requirements
Karell	#713	Bonham, TX	5/6/81	• Yes	• Yes	• Integrated Health Services, Inc.	• No guarantee in file	• None stated in the Lease
			12/1/01 - A	• No	• Yes	• Jewell Enterprises, a partnership by general partners, T.R. Jewell, Billy Jewell, Morris Edwards, A.V. Jewell and Harold Nash, also modification of lease purports full guaranty by Peter N. Kean	• Full	• None
Meditrust	#110	Birmingham, AL	8/13/87 12/5/087-1 st A [Undated]-2 nd A 4/30/93-3 rd A (Lease Mod. Agt)	Yes		Integrated Health Services, Inc.	No guarantee in file	• Consolidated Financials w/in 90 days after fiscal year end and financial statements w/in 45 days after each fiscal quarter (§23.2) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios
Meditrust	#122	Alpine North, MO	3/24/88 4/30/93 - Lease Mod. Agt.	Yes	Integrated Health Services, Inc.	No guarantee in file	• Consolidated Financials w/in 90 days after fiscal year end and 45 days after each fiscal quarter (§23.2) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios	

Landlord	Fac. No.	Name and State	Date of Lease Reviewed	Same Prov.	Lease Guaranty	Guarantor	Guaranty Terms	Requirements
Meditrust	#123	Riverbend, MI	5/5/88 4/30/93 - Lease Mod. Agt.	Yes	Integrated Health Services, Inc.	No guaranty in file	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end and 45 days after each fiscal quarter (§23.2) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	
Meditrust	#130	Eric at Bayside, PA	12/30/87 3/23/89 - 1 st A 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	No guaranty in file	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end and financial statements 45 days after each fiscal quarter (§23.2) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	
Meditrust	#132	Somerset, NJ	12/30/86 4/30/93 - Lease Mod. Agreement	No			<ul style="list-style-type: none"> Event of default if Integrated becomes insolvent or bankrupt Event of default if Integrated fails to maintain certain net worth, liquidity or ratios 	

Landlord	Fac. No.	Fac. Name and State	Date of Lease Reviewed	Same Prev.	Lease Guaranty	Guarantor	Guaranty Terms	Guarantor's Financial/Reporting Requirements
Meditrust	#141	Greater Pittsburgh, PA	12/17/91 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	Full	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios
Meditrust	#170	Spring Creek, OH	12/7/90 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	Full	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios
Meditrust	#171	Firelands, OH	12/7/90 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	Full	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	<ul style="list-style-type: none"> • Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) • Event of default if Guarantor becomes insolvent or bankrupt • Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios

Landlord	Fac. No.	Fac. Name and State	Date of Lease Reviewed	Same Prov.	Lease Guaranty	Guarantor	Guaranty Terms	Requirements
Meditrust	#173	Elm Creek, OH	12/7/90 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	Full	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios
Meditrust	#174	Carriage by the Lake, OH	12/7/90 4/30/93 - Lease Mod. Agreement	Yes	Integrated Health Services, Inc.	Full	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios 	<ul style="list-style-type: none"> Consolidated Financials w/in 90 days after fiscal year end, plus other terms specified in Section 23.2 (See also §7.4 re: financial covenants) Event of default if Guarantor becomes insolvent or bankrupt Event of default if Guarantor fails to maintain certain net worth, liquidity or ratios
E. Bishop	#510	Carrollton, GA	2/1/87 - Main Lease [Missing] 1/31/92 - Lease Ext. & Mod. Agt. (Missing Pg.) 3/14/95 - 2 nd A 4/16/98 - Amend. & Rest. A. to Lease	Yes	Angell Care Incorporated	No guarantee in file	None stated in the Lease	